

Department of Fish and Game  
Office of Spill Prevention and Response

# Grant Application and Administrative Procedures Guide; Environmental Enhancement Fund Grant Program



## **State of California**

*Edmund G. Brown Jr., Governor*

Natural Resources Agency

*John Laird, Secretary*

Department of Fish and Game

*John McCamman, Director*

Office of Spill Prevention and Response

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OSPR 06/11

## **GRANT APPLICATION & ADMINISTRATIVE PROCEDURES GUIDE**

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## **PREFACE**

This Grant Application and Administrative Procedures Guide (Guide) provides the instructions and information necessary for application to the Environmental Enhancement Fund grant program. This grant program is administered by the California Department of Fish and Game's Office of Spill Prevention and Response (OSPR). The objective of this grant program is to award grants to nonprofit organizations, cities, counties, districts, state agencies, and departments; and, to the extent permitted by federal law, to federal agencies to support 'environmental enhancement' projects as that term is defined in statute. Projects must be selected by the Environmental Enhancement Committee (Committee), and must be located within or adjacent to the marine waters of the state.

The Guide contains: 1) eligibility criteria for grant applicants; 2) how to apply; 3) the mechanism for the selection of grant recipients; 4) the procedures for grant award/denial notification; 5) the terms and conditions of the grant agreement; 6) the mechanism for payment of funds; and 7) other administrative procedures and an example grant agreement (Appendix B).

The OSPR staff would appreciate any comments and suggestions you might have for improving this Guide. If you have any questions or concerns about the information or materials contained herein, please write or e-mail:

Bruce Joab, Environmental Enhancement Fund Grant Coordinator  
Department of Fish and Game, Office of Spill Prevention and Response  
1700 K Street, Suite 250  
Sacramento, California 95811-4022  
[eefgrant@ospr.dfg.ca.gov](mailto:eefgrant@ospr.dfg.ca.gov)

## **INTRODUCTION AND BACKGROUND**

The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act) requires that all penalties collected for violations of the Act ( except penalties collected pursuant to Govt. Code Section 8670.64) be deposited in the Environmental Enhancement Fund (EEF) (Govt. Code Section 8670.70). These penalty monies are associated with oil spills and are to be used only to support environmental enhancement projects approved by the Environmental Enhancement Committee (Committee). Projects funded by the Committee must be located within or adjacent to the marine waters of the state. Government Code Section 8670.70 states that “the money is available for appropriation by the Legislature to the administrator for the purposes stated in this (Environmental Enhancement Fund) section.” The Act gives the Administrator the authority to develop and implement a grant program to provide eligible nonprofit organizations, cities, counties, districts, state agencies, and departments; and, to the extent permitted by federal law, to federal agencies on a competitive basis using the selection process established by the Environmental Enhancement Committee funding for an enhancement project. An enhancement project is a project that acquires habitat for preservation, or improves habitat quality and ecosystem function above baseline conditions, and that meets all of the following requirements:

1. Is located within or immediately adjacent to California marine waters, as defined in subdivision (i) of Section 8670.3.
2. Has measurable outcomes within a predetermined timeframe.
3. Is designed to acquire, restore, or improve habitat or restore ecosystem function, or both, to benefit fish and wildlife.

## **ELIGIBLE APPLICANT**

Any nonprofit organizations, cities, counties, districts, state agencies, and departments; and, to the extent permitted by federal law, federal agencies may be awarded funding in an Environmental Enhancement Grant.

## **AVAILABLE GRANT FUNDS**

Currently, OSPR is authorized to spend up to \$300,000 per year from the Fund, however after all mandatory deductions including overhead are accounted for, that amount is approximately \$250,000. Disbursement of the grants is contingent on the availability of funds in the EEF. Multi-year projects are acceptable so long as there is no more than the annual spending authority requested per year (\$250,000). The EEF Committee is seeking large scale projects with anticipated expenditures not to exceed \$250,000.00.

## **GRANT APPLICATION**

To participate in this grant program, all applicants must submit a completed grant application package to the Department of Fish and Game, Office of Spill Prevention and Response. The main components of the grant application are:

- Project Proposal
- Declaration of Authority - authorizing submittal of application
- Budget
- Qualifications of Applicant and Example(s) of Prior Successful Projects- including those for subcontractor(s)

The Grant Application is to be submitted on the EEF Grant Application form. All requested information must be complete.

## **PROJECT PROPOSAL**

The project proposal describes the scope of work to be completed, the manner in which the work will be conducted, and a timeline for work completion.

If the project proposal is approved by the Environmental Enhancement Committee, the project proposal will become a part of the Grant Agreement.

## **DECLARATION OF AUTHORITY**

Each applicant must submit a Declaration of Authority stating that they are authorized to submit an application for these grant funds or are acting on behalf of such an entity. A sample declaration is included as Appendix A.

## **BUDGET**

The budget outlines the total costs associated with the proposed project. It must include only those costs that will be incurred during the project term. All costs must be reasonable and allowable. Costs that are not allowable include those for training, purchase of equipment, etc. Work performed prior to full execution of the Grant Agreement is not eligible for funding. An example of an acceptable budget format is included in Appendix B, which is an example of the grant agreement that will be generated for successful applications.

Note that a separate detailed breakdown must be provided to explain major line items such as personnel services and other operating expenses.

Personnel services include salaries, wages, and benefits for wage-earning personnel employed by the applicant who will be working on the project. Costs incurred from a third party are classified as professional and consultant services. Grant recipients are required to keep up-to-date time sheets and records for the duration of the project.

Operating expenses may include supplies, travel, and miscellaneous expenses other than personnel services necessary for the completion of the project. Supplies may include paper stock, printing and duplication, and binders. Travel includes cost of transportation, subsistence, and other costs incurred by the applicant that are directly related to the project. Other expenses may include telephone, postage and any miscellaneous costs

incurred that are related to the project.

Provided the foregoing costs are reasonable and the budget is approved by the Environmental Enhancement Committee this document will become a part of the Grant Agreement. An example grant agreement is shown in Appendix B.

## **WHEN AND WHERE TO APPLY**

Application packages must be postmarked no later than the deadline that is advertised. Applications received after the deadline will be returned to the applicant. A completed application package that follows the format described in Application Instructions must be submitted to:

Bruce Joab, Environmental Enhancement Fund Grant Coordinator  
Department of Fish and Game, Office of Spill Prevention and Response  
1700 K Street, Suite 250  
Sacramento, California 95811-4022  
or electronically (preferred) to [eefgrant@ospr.dfg.ca.gov](mailto:eefgrant@ospr.dfg.ca.gov)

## **REVIEW, EVALUATION, AND SELECTION PROCESS**

OSPR will make an initial review of each application received by the deadline published in the notice. The initial evaluation will be the administrative review to determine eligibility of the applicant and completeness of the Grant Application. The form that OSPR will utilize for this purpose is included as Appendix C (Minimum Requirements Checklist). All applicants are advised to carefully review their application package to ensure that it is complete. Failure to complete all the requirements may result in the disqualification of the applicant.

Applications that are complete and eligible for funding will undergo a technical review and thorough evaluation by the Committee. The Environmental Enhancement Committee will evaluate and score each eligible application. The following evaluation criteria will be used by the Environmental Enhancement Committee to evaluate each application and project proposal that meets the threshold criteria identified in Appendix D:

## **Evaluation Criteria:**

Projects that meet minimum requirements shall be further evaluated using the criteria below. These screening criteria shall be used to distinguish between preferred and non-preferred projects.

1. Likelihood of Success
2. Degree of Benefits
3. Multiple Resource Benefits
4. Time Needed to Provide Improvements
5. Duration of Benefits
6. Protection of Project Benefits [Maintenance and Oversight]
7. Cost-Effectiveness
8. Total Cost and Accuracy of Estimate
9. Opportunities for Collaboration
10. Ability to Document Improvement
11. Non-Duplication

An expanded explanation of these criteria can be found in Appendix D.

## **NOTICE OF GRANT AWARD OR DENIAL**

A letter will be sent to each applicant notifying them whether their application has been selected for a grant award or denied. Successful applicants will be notified of a contact person who administers the grant program. The project proposal and the budget approved by the Committee will become a part of the Grant Agreement.

The denial letter will include the basis for denial and will provide a staff person to contact in the event there are questions. The original application package will be retained by OSPR.

## **ADMINISTRATIVE PROCEDURES**

After the review and evaluation process is completed and grant recipients have been selected, there are several steps that must be taken in order to enter into the grant agreement and during the process of administering the grants. Applicants should be prepared for this if their grant is awarded.

## **APPLICATION INSTRUCTIONS**

The proposal must be submitted on the EEF Grant Application form.

## **SAMPLE DECLARATION OF AUTHORITY**

## **APPENDIX A**

To: Department of Fish and Game - Office of Spill Prevention and Response

I, (print name) \_\_\_\_\_, declare that our agency, \_\_\_\_\_, has the authority to submit, on behalf of (name of the local entity(ies) to be covered by the plan proposal) \_\_\_\_\_, an application and project proposal for grant funds from the Department of Fish and Game's Office of Spill Prevention and Response's Environmental Enhancement Fund Grant Program. A formal resolution designating such authority shall be submitted prior to entering into any grant agreement. Please direct any correspondence regarding this program to our agency at:

CONTACT PERSON: AGENCY NAME: AGENCY ADDRESS: CITY/ZIP CODE: PHONE NUMBER: EMAIL ADDRESS: FACSIMILE:

Authorized Representative Signature  
(printed name)

Title    Date



# **SAMPLE GRANT AGREEMENT LANGUAGE**

# **APPENDIX B**

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME

## **ENVIRONMENTAL ENHANCEMENT FUND RESTORATION GRANT PROGRAM (10/2009)**

Pursuant to Government Code Section §8670.73, this Grant process disburses funds for restoration projects approved by the Administrator. This Grant Award is subject to the following conditions.

1. This Grant is made to P11750XX hereinafter referred to as the "Grantee," by the Department of Fish and Game hereinafter referred to as the "Grantor."
2. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete <Enter name of project>, in accordance with Exhibit A, which is attached and made a part of this Grant by this reference.
3. This Grant shall be effective from <Enter start date> through <Enter end date>. The Grantee should be aware that time is of the essence and the Grantor expects work will be started during the first available field season, or as soon as practicable.
4. This Grant shall not exceed <\$\_\_\_\_\_>, including all taxes, licenses, and fees in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this Grant by this reference.

|                                 |  |
|---------------------------------|--|
| GRANTOR – State of California   | GRANTEE -                                |
| Department of Fish and Game     |  |
| Helen Carriller                 |  |
| Printed Name of Person Signing  | Printed Name and Title of Person Signing |
|                                 |  |
| Authorized Signature            | Authorized Signature                     |
| Deputy Director, Administration |  |
| Title                           | Address                                  |
|                                 |  |
| Date                            | Date                                     |

5. Any change to Exhibit B must be formally amended.

6. The Grantor's Grant Manager is: Bruce Joab, 1700 K Street, Suite 250, Sacramento, CA 95811, [eefgrant@ospr.dfg.ca.gov](mailto:eefgrant@ospr.dfg.ca.gov). The Grant Manager may be changed at any time by Grantor providing a ten (10) day advance written notice to the Grantee.
7. The Grantee's Project Manager is: <Enter name, Address, phone, fax & email>. The Grantee's Project Manager may be changed at any time by the Grantee by providing a ten (10) day written notice to the Grantor.
8. Prevailing wages may be required to be paid on certain types of projects, typically Public Works projects. Existing law defines "public works," as, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds.

California Fish and Game Code section 1501.5 exempts from the prevailing wage requirements, contracts with public agencies, nonprofit organizations, or Indian tribes that exceed \$50,000 in cost, excluding the cost of gravel. In addition, State Legislature passed Assembly Bill 2690, which amended Labor Code section 1720.4, to exclude most work performed by volunteers from the prevailing wage requirements.

Any questions of interpretation regarding the Labor Code should be directed to the Director of the Department of Industrial Relations, the State department having jurisdiction in these matters. You may also refer to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>.

9. No work can be performed until the Grantee has received:
  - a. An executed copy of this grant; and
  - b. A formal "Notice to Proceed" including written notification from the Grant Manager verifying that the project has been reviewed and approved pursuant to the California Environmental Quality Act for any applicable project.
10. This Grant does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor as appropriate on those projects where local, state, or federal permits or other environmental compliance is required.
11. It will be the responsibility of the Grantee to obtain all permits, and required insurance, and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner(s) for access to perform grant work. (See Exhibit C – Project Requirement Form)
12. No property will be purchased with funds provided by the Grantor under this grant without prior approval of the State. The Grantor does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the Grantor. The Grantor's responsibility for repairs and

liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the Grantor or its officers, employees, or agents.

For the purpose of this Grant, "equipment" shall be defined as tangible property (including furniture) with a unit cost of \$5,000.00 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use. See Exhibit G – DFG Property Acquisitions – Grants, which is attached and made a part of this Grant by this reference. Attach Exhibit G only if equipment is in the budget.

13. The Grant Manager may require the Grantee to submit progress reports as often as deemed necessary, but not more often than once a month. If the project is not completed in the current year, the Grantee will submit a summary of the completed portion no later than November 30 and again each year until completed.
14. Grant disbursements will be made to the Grantee in arrears, unless otherwise agreed to by the grantor, upon receipt by the Grant Manager of an original itemized invoice. In addition, a single copy of the invoice must be faxed or sent to the Grant Coordinator at: (916) 324-8829 - Department of Fish and Game, Attn: Bruce Joab, 1700 K Street, Suite 250, Sacramento, CA 95811-4022. Invoices may not be submitted more frequently than monthly, in arrears, with the exception of the invoice for final retention. The invoice shall contain the following information:
  - a. The word "Invoice" should appear in a prominent location at the top of the page(s);
  - b. Printed name of the Grantee;
  - c. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
  - d. Name of the Region/Division of the Department of Fish and Game being billed;
  - e. The date of the invoice and the time period covered; i.e., the term "from" and "to";
  - f. The number of the Grant upon which the claim is based;
  - g. The invoice must be itemized using the categories and following the format of the budget in Exhibit B;
  - h. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
  - i. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices);
  - j. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grant Manager.
15. Grantee agrees that all travel and per diem paid its employees under this Grant shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect.
16. Each invoice for payment must be accompanied by a written description, not to

exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The final invoice must include a budget summary of cost share expenditures by fund source.

17. Grantor shall withhold ten percent (10%) from each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention.
18. Any disputes concerning the project or the Grant shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.
19. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant and for a period of three (3) years after receipt of final payment. During such time, said records shall be made available to the State of California, or their designated representative, for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be confined to those matters connected with the Grant, including but not limited to, the administration and overhead costs.
20. The Grantee agrees that all data, plans, drawings, specifications, reports computer, programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and such work, or any part thereof, and to authorize others to do so.
21. All financial, personal, technical, and other data and information relating to the California State Department of Fish and Game operations which are designated confidential by the California State Department of Fish and Game, and made available to the Grantee in order to carry out this Agreement, or which becomes available to the Grantee in carrying out this Agreement shall be protected by the Grantee for the protection of the Grantees data and information are deemed by the California State Department of Fish and Game's confidential information, such methods and procedures may be used, with written consent of the California State Department of Fish and Game, to carry out the intent of this paragraph. The Grantee shall not be required under the provisions of this paragraph, to keep confidential any date or information which is or becomes publicly available, is already rightfully in the Grantee's possession, is

independently developed by the Grantee outside the scope of this Agreement or is rightfully obtained from third parties.

22. All subcontracts will be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subcontracts.
23. If a subcontractor is used, then a written copy of the sub agreement must be submitted to the Grant Manager, prior to the commencement of work by the subcontractor. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the grant. Upon termination of any subcontract, the State shall be notified immediately, in writing. Further, any subcontract in excess of \$100,000 entered into as a result of this Grant shall contain all applicable provisions stipulated in this Grant.
24. Nothing contained in this Grant or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
25. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of this Grant, including review and inspection on a daily basis.
26. The project specifications subject to this Grant may only be amended in writing by mutual agreement of the Grantor and Grantee. If any change in the terms and conditions become necessary, a written request shall be made to the Grant Manager by December 1st.
27. The Grantor may terminate the Grant upon giving thirty (30) days written notice to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.
28. The Grantee shall comply with all applicable state laws, rules, regulations, and local ordinances specifically including but not limited to environmental, procurement and safety laws, rules, regulations, and ordinances. As may be necessary, the Grantee shall be responsible for obtaining the services of appropriately licensed professionals to comply with the applicable requirements of the Business and Professions Code including but not limited to section 6700 et

seq. (Professional Engineers Act) and/or section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the provisions of this Agreement, the Grantor retains the right, at its sole discretion, to delay, interrupt, or suspend the work for which the grant monies are supplied.

**EXHIBIT A****ENVIRONMENTAL ENHANCEMENT FUND RESTORATION GRANT PROGRAM  
SCOPE OF WORK**

Under direction of the Grantor, and under the following conditions and terms, the Grantee will:

1. <Enter detailed description of expected services to be performed and/or any end products including location>.
2. Upon completion of the project, the Grantee shall submit one (1) copy of a draft final report not later than <insert date> for review and comment. Within <two (2) weeks/30 days> of receipt of the draft report, the Project Manager shall submit his final comments to the Grantee. Upon completion of the project, the Grantee shall submit two (2) hard copies of a final written report and one (1) electronic, Microsoft Word compatible, on a CD. The report shall not be considered final until approved and accepted by the grant manager. The report shall include, but not necessarily be limited to the following information:
  - Grant number;
  - Project name;
3. The Grantee will acknowledge the participation of the Department of Fish and Game, EEF Restoration Grant Program funds on any signs, flyers, or other types of written communication or notice to advertise or explain the <Enter Project Name>.

**EXHIBIT B**

**ENVIRONMENTAL ENHANCEMENT FUND RESTORATION GRANT PROGRAM (10/2009)  
LINE ITEM BUDGET**

The Grantee will provide up to <Enter dollar amount of matching funds> in funds or in-kind services as cost share to complete tasks described in paragraphs <Enter Numbers> of Exhibit A, Scope of Work, and in Table 1 below. The Grantor will provide an amount not to exceed <Enter dollar amount> as shown below in this Budget. Accurate records of in-kind funds or services will be provided to the Grantor with the final invoice.

**PERSONAL SERVICES**

| Level of Staff            | Number of<br>Hours | Hourly<br>Rate | Totals   |
|---------------------------|--------------------|----------------|----------|
| Administration Supervisor | _____              | \$ _____       | \$ _____ |
| Skilled Labor             | _____              | \$ _____       | _____    |
| Benefit Rate @ _____      |                    |                | _____    |
| Total Personal Services   |                    |                | \$ _____ |

**OPERATING EXPENSES**

|  |          |
|--|----------|
| Subcontractor Costs <sup>1</sup> (For detail see Ex B, Attachment xx, If applicable) | \$ _____ |
| Construction Materials   | _____    |
| Equipment Lease/Rental   | _____    |
| Photographic Supplies  | _____    |
| Printing and Duplicating   | _____    |
| Office Supplies  | _____    |
| Seeds, Plants, and Fertilizer  | _____    |
| Tools and Instruments  | _____    |
| Transportation Costs   | _____    |
| Travel, Hotel and Per Diem (See Exhibit I – Travel Reimbursement)                    | _____    |
| Total Operating Expenses   | \$ _____ |

**EQUIPMENT**

<Not applicable if not purchasing Equipment>

Subtotal \$ \_\_\_\_\_

**ADMINISTRATIVE OVERHEAD (if required)**

@ \_\_\_\_\_ % (Less Equipment) \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

<sup>1</sup>If the total of all subcontractors exceed 50% of the total grant amount, the EEF Committee will evaluate overhead rates to ensure they are proportionate to the delineation of work to be performed by each party.



**Table of Funding Sources and Cost Share**

| SOURCE OF FUNDS  | CASH | IN-KIND<br>(If Applicable) | TOTAL |
|--|------|----------------------------|-------|
| Environmental Enhancement Fund,<br>CDFG-OSPR               | \$   | \$                         | \$    |
| Other State Agency(ies)                                    | \$   | \$                         | \$    |
| Federal  | \$   | \$                         | \$    |
| Applicant  | \$   | \$                         | \$    |
| Other(s) including partners (if<br>applicable, state name) | \$   | \$                         | \$    |
|  |      |                            |       |
| Total Project Cost   | \$   | \$                         | \$    |

Note: Any changes or modifications to a fund source indicated above must be promptly reported to the Grant Manager. Projects with undisclosed fund sources may be subject to an audit.

**EXHIBIT B – ATTACHMENT 1  
TASK BUDGET  
EEF RESTORATION GRANT PROGRAM**

|                 |                  | <b>TASK AMOUNT</b> | <b>DUE DATE</b> |
|-----------------|------------------|--------------------|-----------------|
| <b>TASK I</b>   | <b>TASK NAME</b> | <b>\$ .00</b>      |                 |
| <b>TASK II</b>  | <b>TASK NAME</b> | <b>\$ .00</b>      |                 |
| <b>TASK III</b> | <b>TASK NAME</b> | <b>\$ .00</b>      |                 |
| <b>TASK IV</b>  | <b>TASK NAME</b> | <b>\$ .00</b>      |                 |
| <b>TASK V</b>   | <b>TASK NAME</b> | <b>\$ .00</b>      |                 |

Note: Budget breakdown values are derived from Exhibit B – Line Item Budget.

**EEF MINIMUM REQUIREMENTS CHECKLIST      APPENDIX C**

APPLICANT NAME: \_\_\_\_\_

YES    NO

1. Is the applicant an entity that qualifies for this funding, such as a nonprofit organizations, city, county, district, state agency, department, or federal agency?
2. Does the proposed project meet at least one of the following criteria?
  - a. Acquires habitat for preservation
  - b. Improves habitat quality and ecosystem function above baseline condition
3. Is the proposed project or acquisition located within or immediately adjacent to California marine waters, as defined in subdivision (i) of Section 8670.3?
4. Does the proposed project or acquisition have measurable outcomes within a predetermined timeframe?
5. Is the proposed project designed to acquire, restore, or improve habitat or restore ecosystem function, or both, to benefit fish and wildlife?
6. Does the proposed project or acquisition take the place of any cleanup or primary restoration which may be required after a spill incident?
7. Is the project technically feasible?
8. Was the application signed by the representative authorized to submit the application?
9. Did the applicant include a detailed breakdown explaining the major line items of the budget?
10. Did the applicant submit a completed grant application package?
11. If applicant failed to complete any section of the application package, did the applicant include an explanation why the section was not completed?
12. Did the applicant include a list of all subcontractors participating in the project including name, qualifications, address, and a description of their work?

## PROJECT EVALUATION CRITERIA

## APPENDIX D

EVALUATION CRITERIA: Projects that meet minimum requirements (Appendix C) shall be further evaluated using the criteria below.

1. **Likelihood of Success** - Consider the potential for success. Consider also the ability to evaluate the success of the project, the ability to correct problems that arise during the course of the project, and the capability/experience of individuals or organizations expected to implement the project.
2. **Degree of Benefits** – Consider the extent of the benefits to natural resources resulting from the project.
3. **Multiple Resource Benefits** - Consider the extent to which the project benefits more than one habitat or species. Measure in terms of the quantity and quality of the types of natural resource benefits expected to result from the project.
4. **Time Needed to Provide Improvements** - Consider the time it takes for the intended improvements to be provided to the target habitat or species. The sooner benefits are provided, the better.
5. **Duration of Benefits** - Consider the expected duration of benefits from the project. Long-term benefits are the objective. Additionally, consider climate change and expected sea level rise related impacts to the future benefits of the project.
6. **Protection of Project Benefits [Maintenance and Oversight]** - Consider the opportunities to protect the resulting environmental enhancements over time through conservation easements, land acquisition, or other types of resource dedication. Long-term protection is preferable.
7. **Cost-Effectiveness** - Consider the relationship of expected project costs to expected habitat and ecosystem benefits. Seek the least costly approach to deliver an equivalent or greater amount and type of benefits.
8. **Total Cost and Accuracy of Estimate** - The total cost estimate should include money to design, implement, monitor, and manage the project. Validity of the estimate is determined by the completeness, accuracy, and reliability of methods used to estimate costs, as well as the credibility of the person or entity submitting the estimate.
9. **Opportunities for Collaboration** - Consider the possibility of matching funds, in-kind services, volunteer assistance, and coordination with other ongoing or proposed projects. External funding and support services that reduce costs or extend benefits are preferable. Funds, however, shall not be used to offset the costs of ongoing mitigation projects required pursuant to state or federal law, or post-spill settlement agreements.
10. **Ability to Document Improvement** - Consider the ability to accurately document improvements to the habitat or species affected by the project.
11. **Non-Duplication** – Projects should not duplicate other efforts already ongoing at the same location.